



State of Louisiana Bid Invitation

Special Terms and Conditions

Bid Delivery Instructions for State Procurement

Bidders are hereby advised that the U.S. Postal Service does not make deliveries to our physical location:

Bids may be mailed through the U.S. Postal Service to our box at:

P O Box 94095
Baton Rouge, LA 70804-9095

Bids may be delivered by hand or courier service to our physical location as follows:

Office of State Procurement
Claiborne Building, Suite 2-160
1201 North Third Street
Baton Rouge, LA 70802.

Bidder should be aware of security requirements for the Claiborne Building and allow time to be photographed and presented with a temporary identification badge.

Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Office of State Procurement is not responsible for any delays caused by the bidder's chosen means of bid delivery. Bidder is solely responsible for the timely delivery of its bid. Failure to meet the bid opening date & time shall result in rejection of the bid.

Publicizing Awards: In accordance with L.A.C.34:I.535, unsuccessful bidders will be notified of the award provided that they submit with their bid a self-addressed stamped envelope requesting this information.

****ATTENTION: ****

Receipt of a solicitation or award cannot be relied upon as an assurance of receiving future solicitations. In order to receive notifications of future solicitations from this office, you must pay a registration fee and enroll in the proper category in LaGOV at the following website:

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg

Paid enrollment in LaGOV provides LaPAC email notification of bid opportunities based upon commodities that you select.

Term Contract General Conditions

Terms and Conditions: This solicitation contains all terms and conditions with respect to the commodities herein. Any vendor contracts, forms, terms, or other materials submitted with bid may cause bid to be rejected.

Vendor's Forms: The purchase/release order is the only binding document to be issued against this contract. Signing of vendor's forms is not allowed.

Substitutes: Only brands and numbers stated in the award are approved for delivery under this contract and any substitution must receive prior written approval of the Director of State Procurement or designee.

Prices: Prices shall be inclusive of basic installation, freight, instructional manual relative to operation and maintenance of equipment, user orientation for equipment, inside delivery, unpacking, assembly of all components, and removal of all associated debris from premises.

Price Reductions: Whenever there is a reduction in price, which is lower than the contract price, offered to similarly situated customers contracting for the same period and under the same terms and conditions, said reduction must be presented directly to the director of state purchasing. No price reduction on a statewide contract may be offered to an agency unless that reduction is offered to all agencies.

Deliveries: Contractors will maintain an adequate supply of all items in order to meet specified delivery.

Invoices: Invoices will be submitted by the contractor to the using agency and the invoice shall refer to the delivery ticket number, delivery date, purchase/release order number, quantity, unit price, and delivery point. A separate invoice for each order delivered and accepted shall be submitted by the Contractor in duplicate directly to the accounting department of the using agency. Invoices shall show the amount of any cash discount and shall be submitted on the contractor's own invoice form.

Payment: Payment will be made on the basis of unit price as listed in this contract; such price and payment will constitute full compensation for furnishing and delivering the contract commodities. In no case will the state agency refuse to make partial payments to the Contractor although all items have not been delivered. This payment in no way relieves the contractor of his responsibility to effect shipment of the balance of the order. Payment will be to vendor and address as shown on order.

Vendor List: the bidder who signs the bid will be designated as prime contractor on any contract resulting from this solicitation. If additional distributor vendors are authorized to receive orders for items contained in said contract, the bidder must submit with the bid, a list of those additional authorized distributors including the complete business address. The prime contractor will be responsible for the actions of any distributor vendors listed.

Compliance with Civil Rights Laws: By submitting and signing this solicitation, the bidder agrees to abide by the requirements of the following as applicable : Title V I and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and bidder agrees to abide by the requirements of the

Americans with Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation, without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

Acceptance: Unless otherwise specified, bids on this contract will be assumed to be firm and acceptance for a minimum of 60 days. If accepted, prices must be firm for the specified contract period.

Contract Revisions: Requests for revisions to this contract must be addressed to the Director of State Procurement and shall refer to the contract item number with justification of the request. Distributor vendor changes, price reductions and justifiable item deletions may be considered during the contract period. New item additions may be considered only when State Procurement has determined additions will be of substantial benefit to the State and will justify the time, effort and cost required to make such addition.

Contractor must immediately notify the Office of State Procurement when any dealer on this contract is terminated, relocated or added. All orders placed with dealers prior to receipt of such notification by the office of state purchasing must be honored. Revisions will become effective only upon approval by the Director of State Procurement or designee. Bidder should include with bid a list of all persons, in addition to the signer of the bid, who are authorized to request revisions to this contract.

Contractual Period: The state of Louisiana intends to award all items for an initial period, not to exceed 12 months. Delays in awarding, beyond the anticipated starting date, may result in a change in the contract period. If the situation occurs, an award may be made for less than 12 months.

Quantities: This is an open-ended requirements contract. Quantities shown are based on the previous contract usage or estimates. Where usage is not available, a quantity of 1 indicates a lack of history on this item. The successful bidder must supply at bid prices actual requirements as ordered whether the total of such requirements is more or less than the quantities shown.

Orders: All state agencies are to issue contract release orders for the items required, as and when needed. Political subdivisions of the state and quasi agencies who have been authorized to purchase from contracts made by the Office of State Procurement, are to issue their regular purchase orders directly to the supplier, making reference to the contract and item number.

Cancellation: The State of Louisiana reserves the right to cancel this contract with thirty (30) days written notice.

Certification of no Suspension or Debarment: By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and vendors, the State intends to make all payments to vendors electronically. The LaCarte procurement card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Vendors will have a choice of receiving electronic payment for all other payments by selecting the

Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or have not already enrolled in EFT, you will be asked to comply with this request by choosing one the following two options. You may indicate your acceptance below.

The **LaCarte** Procurement Card uses a Visa card platform. Vendors receive payment from state agencies using the card in the same manner as other Visa card purchases. Vendors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts where contractors accept LaCarte:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the vendor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Purchasing on request.

EFT payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information is

available at <http://www.doa.louisiana.gov/ERP/pdfs/LaGov%20AP-03%20EFT%20Vendor%20Enrollment%20Instructions%20.pdf>

or <http://www.doa.louisiana.gov/OSRAP/EFTforWebsite.pdf>. To facilitate this payment process, you will need to complete and return both EFT enrollment forms found at

<http://www.doa.louisiana.gov/ERP/pdfs/LaGov%20AP-03%20-%20EFT%20Vendor%20Enrollment%20Form.pdf> and

<http://www.doa.louisiana.gov/OSRAP/EFTforWebsite.pdf>.

If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

| <u>Payment Type</u> | <u>Will Accept</u> | <u>Already Enrolled</u> |
|---------------------|--------------------|-------------------------|
|---------------------|--------------------|-------------------------|

| | | |
|---------|-------|-------|
| LaCarte | _____ | |
| EFT | _____ | _____ |

Printed Name of Individual Authorized

Authorized Signature for payment type chosen

Date

Email address and phone number of authorized individual

Delivery: Deliveries shall be F.O.B. Agency.

Federal Clauses:

Civil Rights: Both parties shall abide by the requirements of Title VII of the Civil Rights Act of 1964, and shall not discriminate against employees or applicants due to color, race, religion, sex, handicap or national origin. Furthermore, both parties shall take affirmative action pursuant to Executive Order #11246 and the National Vocational Rehabilitation Act of 1973 to provide for positive posture in employing and upgrading persons without regard to race, color, religion, sex, handicap or national origin, and shall take affirmative action as provided in the Vietnam Era Veteran's Readjustment Act of 1974. Both parties shall also abide by the requirements of Title VI of the Civil Rights Act of 1964 and the Vocational Rehabilitation Act of 1973 to ensure that all services are delivered without discrimination due to race, color, national origin or handicap.

Anti-Kickback Clause: The contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each contractor or sub grantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

Clean Air Act: The contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under SECTION 306 of the Clean Air Act which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

Energy Policy and conservation Act: The contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State Energy conservation Plan issued in compliance with the Energy Policy and conservation Act (P.L. 94-163). Clean Water Act: The contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under SECTION 508 of the Clean Water Act requirements issued under SECTION 508 of the Clean Water Act. Grants or loans of facilities included on the EPA List of Violating Facilities.

Anti-Lobbying and Debarment Act. The contractor will be expected to comply with Federal Statutes required in the Anti-Lobbying Act and the Debarment Act.

Non-Exclusivity Clause:

This agreement is non-exclusive and shall not in any way preclude state agencies from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal, or like goods and/or services from other entities or sources.

Insurance Requirements for Contractors:

The contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, its agents, representatives, employees or subcontractors.

A. Minimum Scope and Limits of Insurance

1. Workers Compensation

Workers compensation insurance shall be in compliance with the Workers Compensation Law of the state of the contractor's headquarters. Employers liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the employers liability limit increased to a minimum of \$1,000,000. A.M. Best's Insurance company rating requirement may be waived for workers compensation coverage only.

2. Commercial General Liability

Commercial general liability insurance, including personal and advertising injury liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) commercial general liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims made form is unacceptable.

3. Automobile Liability

Automobile liability insurance shall have a minimum combined single Limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

B. Deductibles and Self-insured Retentions

The contractor shall be responsible for all deductibles and self-insured retentions.

C. Other insurance provisions the policies are to contain, or be endorsed to contain, the following provisions:

1. General liability and automobile liability coverages

A. The agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the agency.

B. The contractor's insurance shall be primary as respects the agency, Its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the agency shall be excess and

non-contributory of the contractor's insurance.

- C. Any failure of the contractor to comply with reporting provisions of the policy shall not affect coverage provided to the agency, its officers, agents, employees and volunteers.
- 2. Workers compensation and employers liability coverage

The insurer shall agree to waive all rights of subrogation against the agency, its officers, agents, employees and volunteers for losses arising from work performed by the contractor for the agency.

3. All Coverages

- A. Coverage shall not be canceled, suspended, or voided by either Party (the contractor or the insurer) or reduced in coverage or in limits below the requirements set forth except after 30 days written notice has been given to the agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the contractor's policy.
- B. Neither the acceptance of the completed work nor the payment thereof shall release the contractor from the obligations of the insurance requirements or indemnification agreement.
- C. The insurance companies issuing the policies shall have no recourse against the agency for payment of premiums or for assessments under any form of the policies.
- D. Any failure of the contractor to comply with reporting provisions of the policy shall not affect coverage provided to the agency, its officers, agents, employees and volunteers.

D. Acceptability of Insurers

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the project is located. Insurance shall be placed with insurers with a A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers compensation coverage only of the policy shall not affect coverage provided to the agency, its if at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another certificate of insurance as required in the contract.

E. Verification of Coverage

Contractor shall furnish the agency with certificates of insurance reflecting proof of required coverage. The certificates for each officers, agents, employees and volunteers. Thereof shall release the contractor from the obligations of the insurance policy are to be signed by a person

authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the agency before work commences and upon any contract renewal thereafter.

The agency reserves the right to request complete certified copies of all required insurance policies in the event of a claim being presented against any of the above policies. Upon failure of the contractor to maintain such insurance as above provided, this contract, at the election of the agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the contractor from any liability or indemnification under the contract.

F. Subcontractors

Contract shall include all subcontractors as insureds under its policies or shall be responsible for verifying and maintaining the certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The agency reserves the right to request copies of subcontractor's certificates at any time.

G. Workers Compensation Indemnity

In the event contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the state of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana workers compensation act or otherwise, under any circumstance. The parties also hereby agree that the state of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of contractor, its owners, agents and employees. The parties further agree that contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the state of Louisiana, its departments, agencies, agents, and employees harmless from any such assertion or claim that may arise from the performance of this contract.

H. Indemnification/Hold Harmless Agreement

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the state of Louisiana, all state departments, agencies, boards and commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the state of Louisiana, all state departments, agencies, boards, commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and

expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

I. Third Party Beneficiaries

Both bidder/contractor and the state understand and agree that the terms and conditions of this contract are not intended to nor do they confer any rights, benefits, or remedies upon any person or entity other than the parties hereto.

All or None Award: Award to be made on an all-or-none basis to the overall low bidder meeting the specifications. The State of Louisiana reserves the right to reject individual line items from the award.

Renewals: At the option of the State of Louisiana and acceptance by the contractor, this contract may be extended for two additional twelve (12) month periods at the same price, terms and conditions. Total contract time may not exceed thirty-six (36) months.

Freight Charges: Unit price should be inclusive of any freight charges. Bid should be F.O.B. agency – title passing upon receipt of goods. Failure to comply with this requirement may disqualify your bid.

Consultation: Contractor shall be available for consultation service through use of a “Hot Line” telephone number. List this telephone number for users to call when technical assistance is needed.

Area Code and Telephone Number: _____

Continuation of Contract: "The continuation of this contract is contingent upon the continuation of an appropriation of funds by the legislature to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of a contract or if such appropriation is reduced by the veto of the governor or by any means provided in the Appropriations Act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriations for the year from exceeding revenues for that year or for any other lawful purpose and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated."

Prices: Bid prices must be firm for a period of sixty (60) days from date of bid opening.